



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

www.state.tn.us/humanserv/
**CITIZENS PLAZA BUILDING
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Phil Bredesen
Governor

Virginia T. Lodge
Commissioner

October 31, 2003

MEMORANDUM

TO: Interested Public and Not-for-Profit Organizations

FROM: Virginia T. Lodge, Commissioner

**SUBJECT: Grant Announcement
Families First Transportation and Support Services for
State Fiscal Years 2005 – 2007**

The Tennessee Department of Human Services (DHS) requests proposals from interested non-profit organizations for the purpose of providing transportation and support services to Families First participants. This memorandum describes the process for submitting proposals, the services being solicited and the maximum allotment available for each service. Only proposals from public and public not-for-profit or private not-for-profit agencies will be accepted. This includes, but is not limited to, faith-based agencies, local government agencies, and other community-based agencies. Agencies that are currently providing similar services to other populations and with an established infrastructure are encouraged to submit proposals.

All funding is dependent upon approval of the Department of Human Services final budget. This process will not be complete until 2004. Therefore, all proposals are subject to final contract negotiations that are based on available funding.

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Time Frames

The time frame for developing and submitting Families First Service Proposals for all grants is between the dates of October 31 and December 19, 2003. Once proposals have been evaluated and grants have been announced, grant contract negotiations will be developed through a process directed by both the District Administrator and State Office who will determine the level of services needed based on the projected caseload size of each county.

Proposals are due on December 19, 2003 by 12:00 noon (Central Standard Time). Ten copies of each proposal must be submitted to the State Office of the Department of Human Services, 400 Deaderick Street, 12th Floor, Citizens Plaza Building, Nashville, Tennessee 37243, Attention: Susan Cowden. Agencies are reminded that all proposals must be securely sealed and have the enclosed label attached and be clearly marked "Proposal". In addition, please submit one copy to the District Office for the area of the state in which your organization proposes to provide services. Attachment entitled "*ATTACHMENT A*" is included in order to provide the correct contact and mailing information.

Proposals must follow the attached outline (*ATTACHMENT C*). Proposals will be excluded from rating if all topics are not addressed and the required attachments are not included. All proposals must be in English. Agencies will be notified by February 6, 2004 of the acceptance or denial of their proposal. Grant contracts will be completed and submitted to grantees by May 4, 2004.

Grants will begin on July 1, 2004 and will be in effect for two years, barring any need to modify, change or cancel the contract. The Department reserves the right to change the method of contracting, issue a new request for proposals, request contractors to increase or decrease services (dependant upon caseload and funding fluctuations), and to cancel poorly performing or poorly managed grant contracts. During the two-year period, funding may fluctuate, up or down, or some or all contracted services may be terminated.

Grant Announcement Exclusions

The Department Of Human Services is not soliciting proposals for Support Services in Shelby County as these services are provided in-house. This announcement does not include funding for Core Services, Adult Basic Education, Family Services Counseling, Families First Pilot Projects or Child Care services, all of which are contracted under separate contracts and/or proposals. Funding for Core Service providers will be offered under a separate announcement of funding. Agencies may apply and submit proposals for both funding announcements, Transportation and Support Services and Core Services.

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Emphasis on Outcome Measurement

Beginning with fiscal year 2005, emphasis will be placed on agencies achieving specific outcomes. The following performance indicators will be monitored for all agencies providing Transportation and Support Services:

- Number of cases with exemptions due to lack of transportation
- Number of registered vendors for each category of support service
- Number of registered vendors providing transportation service
- Number of available modes of transportation (van companies, taxi companies, mass transit, individuals, etc) of transportation service
- Timely and accurate submission of data for the Federal Report.

Future funding will be dependent upon each contractor's ability to demonstrate improved and timely service delivery. Families First contractors will be measured using data from the ACCENT system, data from the Federal report and information from the contractor. These measures will be shared with providers and used to determine overall effectiveness.

Services To Be Purchased

The Department will purchase the following Transportation and Support Services:

- Transportation Services
- Participant Travel Reimbursement
- Vehicle Repair Services
- Dental Services
- Optical Services
- Assistance in obtaining Vehicle/Driver Registration
- Assistance in obtaining services required for employment (i.e., professional trade licenses, medical tests, inoculations, physical examinations)
- Special services requested by State Office to address unique situations not included in the services above.

Coordination With Local Human Services Offices

DHS caseworkers will remain the focal point for each customer's Personal Responsibility Plan. Caseworkers will be responsible for making referrals for Transportation and Support Services. All non-exempt Families First participants with a work activity are eligible for Transportation, and potentially eligible for Support Services. Transportation and Support Services contractors will be responsible for assessing the transportation needs of each individual and insuring that the lack of transportation is not a barrier to participation in a required work activity.

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For New Bidders

For organizations that have never provided Families First Services or for those who need additional information regarding the program, a copy of the Families First Law and the Families First Contractor Policy and Procedures Manual may be obtained by going to our web site at www.state.tn.us/humanserv.

Funding

Funding will be based on services allocated at the time of contract negotiation. Administrative rates are scheduled at a maximum of 11%.

Scope Of Proposals

An organization may apply to provide service in any county or combination of counties within the state. Awards and contract negotiations will determine the final scope of services. Funding amounts will be based on previous levels of service utilization.

Rating Proposals

A mix of state and district level staff will evaluate and consider each proposal.

Proposal Packets And Instructions

Included are the attachments that make up the proposal packet, which agencies must use when submitting a proposal.

- ATTACHMENT A – list of all DHS District Offices, addresses and telephone numbers.
- ATTACHMENT B – Families First *Description of Services (Transportation and Support Services)* – Describes each service, and the participant's annual limitations per service.
- ATTACHMENT C – *Proposal Format* – Describes the required proposal form and includes a form for documenting all proposed services and costs.
- ATTACHMENT D – Certification of Debarment and Suspension Status – To certify that a bidder is not excluded from receiving federal funds.
- ATTACHMENT E – A Sample Grant Contract and Budget, and Budget Proposal Template
- ATTACHMENT F – Timeline for Families First Grants
- ATTACHMENT G – Participant Numbers by County

Any agency that fails to follow the correct procedures of completing all documents and submitting them to the State DHS office by 12:00 noon (CST) on December 19, 2003, will not be considered for funding.

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Announcement Outreach And Public Notification

This “Grant Announcement” is being sent to all current Families First contractors, organizations that have expressed an interest in being on the Families First bidder’s list and to other public and not-for-profit employment, faith based and training agencies known to this agency. Newspaper advertisements will inform the general public and information will be available on the DHS website. The DHS website address is www.state.tn.us/humanserv. To insure that all bidders have adequate information regarding current program design, the Families First Contractor Policy and Procedure Manual and the Families First Law will be placed on the DHS website in an adobe format.

The Families First Services Unit will hold an information-sharing session on November 6, 2003 at 11:00 a.m. (CST) for interested agencies. This meeting will be held on the second floor Conference Room of the Citizens Plaza Building located at: 400 Deaderick Street, Nashville, Tennessee 37248.

If you have questions regarding this grant announcement, you may e-mail them to Susan Cowden at Susan.Cowden@state.tn.us. All questions will be responded to in writing. If you wish to receive a copy of questions and answers, please submit your name, agency and address as a potential bidder to Ms. Cowden by November 8, 2003.

CC: DHS Administrative Staff

Attachments (7)

ATTACHMENT A

HUMAN SERVICES DISTRICT OFFICE ADDRESSES AND CONTACTS

District/County	Contact Information
District 1 Anderson, Blount, Campbell, Carter, Claiborne, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington	Mr. Dave Avans, District Administrator Tennessee Department of Human Services District 1 Office 531 Henley Street, Suite 210 Knoxville, TN 37902-2810
District 2 Knox	Mr. Dave Avans, District Administrator Tennessee Department of Human Services District 2 Office 531 Henley Street, Suite 210 Knoxville, TN 37902-2810
District 3 Bledsoe, Bradley, Cannon, Clay, Cumberland, DeKalb, Fentress, Grundy, Jackson, Macon, McMinn, Marion, Meigs, Overton, Pickett, Polk, Putnam, Rhea Sequatchie, Smith, Van Buren, Warren, White	Ms. Susan Kirk, District Administrator Tennessee Department of Human Services District 3 Office 311 E. Martin Luther King Boulevard Chattanooga, TN 37403-4108
District 4 Hamilton	Ms. Susan Kirk, District Administrator Tennessee Department of Human Services District 4 Office 311 E. Martin Luther King Boulevard Chattanooga, TN 37403-4108
District 5 Bedford, Cheatam, Coffee, Dickson, Franklin, Giles, Hikeman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Stewart, Sumner, Trousdale, Wayne, Williamson, Wison	Mr. Lionel Senseney, District Administrator Tennessee Department of Human Services District 5 Office 1616 Church Street Nashville, TN 37203-2990
District 6 Davidson	Mr. Willie Caruth, District Administrator Tennessee Department of Human Services 1000 2 nd Avenue North Nashville, TN 37202-1028
District 7 Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Tipton, Weakely	Mr. Onslow Davis, District Administrator Tennessee Department of Human Services 225 Dr. Martin Luther King Boulevard, Room 202-B Jackson, Tn 38301-6987
District 8 Shelby	Ms. Linda Williams, District Administrator Tennessee Department of Human Services 170 N. Main Street, 9 th Floor Memphis, TN 38103

ATTACHMENT B

GENERAL DESCRIPTION OF SERVICES

Transportation

Transportation Services

Active Families First participants are eligible for transportation services. Transportation will be provided to all work component activities, to other authorized support services (e.g., dental and optical appointments) and to a case staffing. Transportation assistance continues for Families First participants until case closure. The caseworker must evaluate transportation needs and options for Families First participants in conjunction with the work components and support services referrals specified in the Personal Responsibility Plan.

Transportation services and the maximum unit rate are as follows:

- | | |
|-----------------------|---|
| • Mass transit passes | Maximum \$60 per month |
| • Van Services | Maximum \$4.22 trip fee plus \$.40 per mile |
| • Taxi Services | Maximum \$4.22 trip fee plus \$.40 per mile |
| • Car Pools | Maximum \$4.00 per day paid to the driver |

The children of Families First participant may also need transportation to childcare. Children are eligible to be transported with the caretaker by the mass transit pass or by van or taxi service.

If monthly transit passes are used, the contractor should ensure that the pass provides the sufficient amount of rides to fulfill the work requirements specified in the Personal Responsibility Plan. Security measures must be in place for managing the distribution and control of mass transit passes.

Contractors are responsible for the oversight of van/taxi services and should require monthly documentation to verify passenger trips and destinations. Random checks are recommended to assure honesty and accuracy in reporting.

An assistance group may have an interruption in time limits when the Department of Human Services cannot provide essential transportation assistance necessary to comply with the participants Personal Responsibility Plan. If the participant has to wait two weeks or more for transportation service, the time count will be interrupted. The contractor will continually assess the participants transportation needs to insure there are no interruptions in transportation services. In some remote areas of the state, a combination of transportation modes may be required in order to prevent an interruption in service.

Attachment B
General Description Of Services
Transportation and Support Services
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The contractor is responsible for the negotiation, the development and the enforcement of any and all contractual agreements with services providers. Contractors will develop and maintain a network of transportation providers in each county and/or community. This network should include alternative means of providing transportation to participants residing in remote areas of the state. Providers may be mass transit systems, van or bus services, taxi companies or individuals.

Participant Travel Reimbursement

A reimbursement of \$4 per day is available when a participant is able to provide their transportation. If one-way exceeding 25 miles is required to attend a work component, the participant may receive an additional \$1 per day. Transportation reimbursement is based on actual attendance in a work activity or employment. Families First service providers will submit weekly attendance records to the Transportation/Support Services contractor for the purpose of calculating the reimbursement amount. Employed Families First participants must submit either work schedules or pay check stubs to document the days at their place of employment.

Contractors will provide prompt and timely reimbursements to Families First participants. Participants are to receive transportation reimbursement at two-week intervals.

Funding

The units of funding for transportation service will be determined by the number of potential participants with a work requirement, in that particular service area. The total amount of funding will be determined during contract negotiations.

Administrative costs are covered up to 11% of the costs. However, grant contractors are selected based on their ability to provide lower administrative rates.

ATTACHMENT B

GENERAL DESCRIPTION OF SERVICES

Support Services

Support Services

Support Services are intended to assist only those individuals who have an urgent unexpected situation that is preventing their full participation in a work activity, preventing the acceptance of a bona fide offer of employment or jeopardizing their current employment. Support Service funds are available to assist Families First participants in the elimination of barriers to program participation and to self-sufficiency.

Support Services and the maximum unit rate are as follows:

- Vehicle Repair \$550 per 12-month period
- Dental Services \$400 per 12-month period
- Optical Services \$175 per 12-month period
- Vehicle/Driver Registration Actual cost levied
- Work Related Services Actual Cost or \$100 (whichever is less)
One Time Purchase
- Special Services Case by Case Approval by State Office

Vehicle Repair Services

A personal vehicle in need of repair may be a barrier to successful compliance with the Personal Responsibility Plan for some participants. Families First funds, not to exceed \$550 per 12-month period will be used to provide limited vehicle repairs for eligible participants.

The authorized repairs must make the vehicle operational. Typical of such repairs would be:

- The replacement of parts such as starters, batteries, belt and tires or items required by the Department of Safety.
- When emission testing is required for vehicle license renewal, funds may be used for repairs after documentation of test failure is provided.
- Repairs that are required by the Department of Safety in order to operate the vehicle on public roadways. The participant must provide documentation of having received a citation from either local law enforcement or the Tennessee Highway Patrol.

Bodywork is prohibited due to lack of available funding.

Some participants may have access to family or friends who can make the repairs but they need assistance to purchase parts or supplies. The vehicle repair funds can be used for the actual cost of parts and supplies. Only the parts that are necessary to render the car operational and appropriate for the model vehicle will be purchased. If a participant selects this option, the contractor will purchase the parts directly from the vendor. This practice ensures that only parts that are necessary and appropriate for the participant's vehicle are purchased.

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General Description Of Services
Transportation and Support Services
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All reimbursements for vehicle repairs are to be made directly to the vendor. Under no circumstances will repair reimbursements be made payable to the participants.

The contractor will identify and contract with mechanics or garages to provide limited vehicle repair services. Contractors are responsible for the negotiation, the development, and the enforcement of any and all contractual agreements made with any service provider. The selected vendors are expected to provide quality services at reasonable rates. The contractor will assure that replacement items such as tires and batteries are installed on the referred vehicle at the point of purchase.

Dental Services

Some Families First participants may need dental services in order to successfully participate in a Families First component or to obtain/retain employments. TennCare-Medicaid does not provide general dental insurance to most caretakers. As a result, many participants suffer from dental pain that prevents participation in a Families First activity or dental problems affecting appearance are a barrier to employment for individuals entering the workforce.

Families First funds, not to exceed \$400 per 12-month period, will be used to provide dental assistance for Families First participants who meet the guidelines. Only dental work necessary to address the immediate problem will be authorized. For example:

- Extractions
- Bridges (fixed or removable) only if they are less costly than partials or complete dentures
- Full and partial dentures
- Crowns and Fillings
- Cleaning only if required as a part of the treatment protocol

The contractor will identify and contract with professionals to provide dental services. Contractors are responsible for the negotiation, the development and the enforcement of any and all contractual agreements made with any support services providers.

Contractors are encouraged to negotiate with community dentists who offer pro bono services or local dental hygienist/dentistry programs that may offer services at a reduced rate. The selected dentists and/or dental clinics are expected to provide quality services at reasonable rates. The contractor will be responsible for conveying policy information regarding the limitations of the dental assistance to all contracted dental providers. It is essential that dental service providers understand that Families First Support Services dental assistance funds are to be used to address the immediate problem that instigated the dental referral. Families First is not providing dental insurance, but supportive funding to assist with acute dental problems and/or employment barriers.

Attachment B
General Description Of Services
Transportation and Support Services
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Optical Services

Some Families First participants may need glasses or contact lens to participate successfully in a Families First component or employment. TennCare-Medicaid provides only limited or no optical services to caretakers. Many Families First participants are unable to read or travel safely without vision correction.

Optical assistance is limited to \$175 per a 12-month period. A new prescription or a change in prescription is required for the authorization or glasses or contact lens. Optical services must be initiated before closure of the Families First cash assistance.

The contractor will identify and contract with professionals to provide optical services. Contractors are responsible for the negotiation, the development, and the enforcement of any and all contractual agreements made with any support services provider. The selected optometrist and opticians are expected to provide quality services at reasonable rates. The contractor will be responsible for conveying policy information regarding the limitations of optical assistance to all contracted optical service providers.

Assistance In Obtaining Vehicle/Driver Registration

Some Families First participants may need financial assistance in obtaining vehicle license and registration, paying county wheel taxes and emission testing fees and/or renewing/obtaining a Tennessee vehicle operator's license. Families First Support Services funds may be used to pay for any and/or all of the vehicle related expenses if it will enable the participant to provide his/her own transportation to a Families First component. These support services are offered in addition to the limited vehicle repair. Families First Support Services dollars cannot be used to pay for car insurance or sales tax associated with the purchase of a vehicle.

Expenses are to be paid directly to the responsible state, county or city government agency by the contractor. Participants will not be reimbursed for any out-of-pocket vehicle related expenses.

Under no circumstances will Families First funds or state funds be used to pay for fines and/or court costs associated with accidents or traffic and parking violations.

The contractor will confirm that all vehicle registration and vehicle operator's documents are issued in the name of the same individuals as cited on the referral. The contractor will promptly process any payments for license, registration, county wheel taxes and emissions fees to enable the participant to renew prior to the expiration date.

Attachment B
General Description Of Services
Transportation and Support Services
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Assistance In Obtaining Services Required For Employment

Work Related Support Services are available to assist those participants who have received a bona fide offer of employment and are ready to enter the workforce and transition to self-sufficiency. Families First participants may need assistance in obtaining one or more of the following Work Related Support Services to participate fully in employment:

- Professional trade licenses required by the employer;
- Certain medical tests, inoculations and/or examinations required by the employer and not provided by TennCare.

Neither bonding fees nor drug testing fees can be paid using Families First Support Services funds.

Fees for trade licenses may not exceed that charged the general public for the identical license. Funds are to be used to pay for the cost of the license only. If a licensure examination is administered to determine if a participant is eligible to obtain a professional license, the fees must be paid by another funding source. If the examination fee includes the professional trade license, only that portion of the fee that would be paid by the general public in obtaining the identical license may be paid using Support Services funds.

All payments for Work Related Support Services are made directly to the vendor. Under no circumstances will payment or reimbursement be made payable to the participant.

The allotment for each work related service is limited to the actual cost of the services or \$100 whichever is less. Each specific service is limited to a one-time (not 12-month) purchase. As these services are tied to an offer bona fide offer of employment, it is essential that the contractor act promptly and insure prompt payment, to either the licensing board and/or the service provider, so as not to jeopardize the employment opportunity.

Special Services Requested By State Office

A participant may have a serious barrier that is unique to that individual. If a service is specifically needed, but is not included in the menu of Support Services, caseworkers will bring the situation to the attention of their supervisor and the District Office. The State office, after consultation with the District Office, may approve a one-time service to help the participant to gain self-sufficiency.

Contractors will arrange for the delivery of any specific service that is requested and approved by State Office.

Attachment B
General Description of Services
Transportation and Support Services
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Funding

The units of funding for transportation service will be determined by the number of potential participants with a work requirement, in that particular service area. The total amount of funding will be determined during contract negotiations.

Administrative costs are covered up to 11% of the costs. However, grant contractors are selected based on their ability to provide lower administrative rates.

ATTACHMENT C
Proposal Outline
Page 2

1) Organizational Overview (5 Points)

Please describe the agency making application including mission, vision, and strategic goals. Provide a description as to how the Families First program will support these goals and how the Families First program will benefit from partnership with your organization. Please give an overview of the agency's experience serving Families First participants or similar populations.

2) Staff Qualifications (5 Points)

Provide a statement regarding the agency's employment and recruitment procedures. Explain the hiring process and the time parameters required. Provide resumes on all employees that will be associated with this project at any level. This must include any staff that will be paid with Families First Administrative funding. At a minimum the agency must submit resumes for the Executive Director, Finance Director, Information Systems Director, Program Director and any Project Staff. If resumes are not available, please provide job specifications for those that are to be hired including required qualifications and job responsibilities.

3) Transportation Services (15 Points)

Please describe your plans for the delivery of transportation services for the counties you plan to service based on the description of transportation services in Attachment A. The plan should include information regarding the modes of transportation, and a description of routes (fixed or flexible) and hours of operation for each mode of transportation and for each county. Include information regarding methods for providing transportation services to participants residing in remote areas not currently served by transportation providers.

4) Support Services (15 Points)

Please describe your plans for the delivery of Families First Support Services for the counties you plan to serve based on the description of Support Services in Attachment A. The plan should address each service included within the menu of Support Services, individually and methods to insure that each service is accessible (i.e., multiple locations, multiple vendors, flexible hours of operation, etc.) to all Families First participants.

Attachment C
Proposal Format and Outline
Transportation and Support Services
Page 3

5) Vendor Procurement Procedures (5 Points)

Provide a description of the agency's procedures for procuring, selecting, and registering vendors and the expected time parameters. The statement should also address how the agency plans to review and evaluate registered vendors to assure the quality of service delivery and competitive pricing. Please include the agency's policy and procedures regarding the investigation and/or resolution of complaints lodged against a registered vendor.

6) Performance Overview (5 Points)

Proposals will be categorized as 1) Historical Grant contractor or 2) New Bidder.

Historical Grant Contractors – Provided Transportation or Support Services for the Families First Program within the past year.

Historical Grant contractors will be asked to provide data regarding the delivery of Transportation and Support Services in previous grant contract years. All historical grant contractors are asked to provide the following information by grant contract year, beginning in program year 2002:

- 1) Number of participants that received transportation assistance (services or reimbursement)*
- 2) Number of participants that received vehicle repair services*
- 3) Number of participants that received dental services*
- 4) Number of participants that received optical services*
- 5) Number of participants that received vehicle/driver registration assistance*
- 6) Number of participants that received work related assistance*

*Number should reflect actual number of participants and should not be duplicated.

New Bidders Or Former Grant Contractors (Prior to 2002)

New bidders will include a narrative that describes previous program experience in the planning, the implementation and the delivery of numerous and varied services to a program or population. If applicable, include your experiences in service delivery to populations with multiple barriers.

Attachment C
Proposal Format and Outline
Page 4

Proposed Budget (40 Points)

(a). Proposed Administrative Rate (25 Points)

Please provide a proposed administrative rate for the services awarded. You may want to include any indirect rate information that has been negotiated with a cognizant agency.

(b). Proposed Matching Amounts (5 Points)

In your proposal please provide a narrative regarding donor cash match, certified public expenditures or in-kind match.

(c). Total Agency Budget (5 Points)

Please provide a summary budget outlining the current operational budget for your agency. This document will be used to determine the impact that a Families First grant award will have on the total operational budget of the agency.

(d). Proposed Families First Budget (5 Points)

Please provide your best estimate as to a budget to operate a Families First program in your area. This would include any proposed matching funds and your estimates of required funding. Note that this budget may be altered in the final approval for operation if a grant is awarded. Grant contracts will be negotiated with the state, once the awards are announced.

7) Vendor Relationships (10 Points)

Please provide a description of the relationships you have established with vendors who will assist you in providing the required services to Families First participants.

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS –
PRIMARY AND LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective primary and/or lower tier participant ("participant") is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.

3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment. Ordinary course of business dealings.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency:

Signature:

Date:

ATTACHMENT E
GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
[STATE AGENCY NAME]
AND
[GRANTEE NAME]

This Grant Contract, by and between the State of Tennessee, [STATE AGENCY NAME], hereinafter referred to as the "State" and [GRANTEE LEGAL ENTITY NAME], hereinafter referred to as the "Grantee," is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Grantee is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY].

The Grantee's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. [DESCRIBE IN DETAIL THE SERVICES THE GRANTEE IS TO PROVIDE . . . PROVIDE SUFFICIENT DETAIL TO ENSURE ACCOUNTABILITY AND RESULTS . . . DO NOT INCLUDE PAYMENT TERMS IN THE SCOPE OF SERVICES]

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. This Grant Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [WRITTEN NUMBER] (NUMBER) NO GREATER THAN FIVE years, provided that the State notifies the Grantee in writing of its intention to do so prior to the Grant Contract expiration date. An extension of the term of this Grant Contract will be effected through an amendment to the Grant Contract. If the extension of the Grant Contract necessitates additional funding beyond that which was included in the original Grant Contract, the increase in the State's maximum liability will not be subject to an amendment to the Grant Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER]). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment [NUMBER], shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.

- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Budget Line-items. Expenditures reimbursed under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request. Revisions that do not increase the total Grant Contract amount. Grantee may request revisions that increase the total Grant Contract amount only with prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within [NUMBER] days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.
- If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least [NUMBER] days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the annual lobbying certification be included in the award documents for all sub-awards; notices including subgrants, subcontracts, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in

accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives \$300,000 or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided with the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

The Grantee:

[NAME AND TITLE OF GRANT CONTRACT PERSON]
[GRANTEE NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of ***Tennessee Code Annotated***, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by ***Tennessee Code Annotated***, Section 12-7-103 (d).
- E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be

defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the **Tennessee Code Annotated**, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the **Tennessee Code Annotated**, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which shall be subject to a security interest pursuant to the Uniform Commercial Code and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees to file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.7. Third Party Revenues. Any income generated or received for this Grant and collected by the Grantee shall be reported to the State and used to offset authorized grant expenditures. If the Grantee fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of the funds payable to the Grantee shall be reduced by that unearned amount.

The Grantee may initiate a written request for budget revision to program-generated income collected in excess of that budgeted, subject to the conditions that (1) the revision is necessary for attaining or enhancing the grant goals, and (2) the Grantee has requested and received prior written approval of the State. Unless such revision is approved by the State, a corresponding reduction in payments by the State will be made to reflect the additional collections.

- E.8. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.
- E.9. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed.

- E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information. No standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.11. Copyrights and Patents. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Grantee's performance of this Grant Contract. In any such action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Grantee further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State. The State shall give the Grantee written notice of any such claim or suit and full right and opportunity
- E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. The prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall not be a part of any subcontract related to this Grant Contract.
- E.13. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.14. Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State.
- In the event of any such suit or claim, the Grantee shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.
- E.15. Eligible Participants. The Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Certification regarding Debarment, Suspension and other Responsibility Matters – Primary and Lower Tier Covered Transactions is hereby incorporated and included in this Grant by reference, as Attachment C.

- E.16. HIPAA Compliance: Grantee warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this grant contract. Grantee warrants that it will cooperate with the State in the course of performance of the grant contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep the State and Grantee in compliance with HIPAA, including but not limited to business associate agreements.

IN WITNESS WHEREOF:

[GRANTEE LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

[STATE AGENCY NAME]:

SAMPLE

[NAME AND TITLE]

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT [NUMBER]

GRANT BUDGET

GRANTEE: [NAME]

PROGRAM AREA: Client Services

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: July 1, 2005 through June 30, 2007

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes [(PERCENT)]	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	0.00	0.00	0.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost [(PERCENT)]	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

LINE-ITEM DETAIL FOR: [PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [INTEREST]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [DEPRECIATION]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [OTHER NON-PERSONNEL]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

LINE-ITEM DETAIL FOR: [SUBJECT LINE-ITEM]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
TOTAL	[AMOUNT]

AGENCY NAME:			FOR THE PERIOD: 07/01/04 - 06/30/05	
		FAMILIES FIRST PROGRAM		
		TOTAL AMOUNT	Families First State/TANF	
TYPE OF EXPENSES	Units			
A. ADMINISTRATION (%)				
B. SUPPORT SERVICES				
1. Vehicle Repair				
2. Dental Services				
3. Optical Services				
4. Vehicle/Drivers Registration				
5. Work Related Services				
C. TRANSPORTATION				
6. Transportation				
D. DIRECT ADMINISTRATIVE EXPEND.				
7. Equipment Maintenance				
8. Insurance				
9. Supplies				
10. Communications				
11. Occupancy				
TOTAL BUDGET		\$-	\$-	\$-
FUNDING SOURCE(S)				
1. FAMILIES FIRST PROGRAM				
a.) Families First State/TANF		\$-		
b.) Donor Match		\$-		
MAXIMUM LIABILITY		\$-		
2. MATCHING FUNDS				
a.) In-kind Match		\$-		
b.) Certified Public Expenditure (CPE)		\$-		
TOTAL BUDGET		\$-		

ATTACHMENT F

TIMELINE

Timeline for Program Year '04 Grant Announcement of Transportation and Support Services Funding Availability

Action Item	Timeline
Release Date	10/30/03
Bidder's Develop Proposals	10/30/03 – 12/19/03
Bidder's Conference	11/06/03
Proposals Due to the State Office	12/19/03
District/State Office Review Teams Meet and Rating Completed	12/20/03 – 02/04/04
Awards Announced	02/06/04
Allocation of Resources with Area Managers and District Staff	02/09/04 – 02/13/03
Grant Contract Negotiations with Selected Providers	02/13/04 – 02/27/03
Grant Contracts Processed	4/01/04 – 07/30/04

ATTACHMENT G
PARTICIPANT NUMBERS
BY COUNTY

District Number	County Name	Total Cases	Total Cases w/ Work Requirement		District Number	County Name	Total Cases	Total Cases w/ Work Requirement
1	Anderson	606	186		4	Hamilton	4434	2681
1	Blount	587	181		5	Bedford	287	110
1	Campbell	347	80		5	Cheatham	113	30
1	Carter	567	210		5	Coffee	433	160
1	Claiborne	326	72		5	Dickson	316	147
1	Cocke	333	95		5	Franklin	252	61
1	Grainger	133	35		5	Giles	186	87
1	Greene	453	145		5	Hickman	211	103
1	Hamblen	463	209		5	Houston	67	27
1	Hancock	146	72		5	Humphreys	150	63
1	Hawkins	481	206		5	Lawrence	204	66
1	Jefferson	334	116		5	Lewis	66	26
1	Johnson	150	70		5	Lincoln	372	59
1	Loudon	165	51		5	Marshall	206	80
1	Monroe	254	91		5	Mauzy	540	243
1	Morgan	178	67		5	Montgomery	1435	881
1	Roane	450	205		5	Moore	22	6
1	Scott	325	121		5	Perry	30	7
1	Sevier	328	137		5	Robertson	366	186
1	Sullivan	876	289		5	Rutherford	1704	1063
1	Unicoi	191	76		5	Stewart	97	41
1	Union	249	83		5	Sumner	1150	670
1	Washington	621	235		5	Trousdale	55	14
2	Knox	3991	1882		5	Wayne	84	17
3	Bledsoe	75	27		5	Williamson	224	113
3	Bradley	386	178		5	Wilson	274	96
3	Cannon	96	46		6	Davidson	10596	6318
3	Clay	66	9		7	Benton	131	61
3	Cumberland	445	229		7	Carroll	441	244
3	DeKalb	144	49		7	Chester	141	80
3	Fentress	179	49		7	Crockett	115	20
3	Grundy	187	60		7	Decatur	103	49
3	Jackson	81	21		7	Dyer	461	42
3	Macon	190	66		7	Fayette	188	23
3	Marion	294	95		7	Gibson	589	259
3	Meigs	112	43		7	Hardeman	381	70
3	McMinn	385	165		7	Hardin	185	56
3	Overton	155	52		7	Haywood	282	80
3	Pickett	29	10		7	Henderson	170	67
3	Polk	64	16		7	Henry	309	141
3	Putnam	567	309		7	Lake	123	21
3	Rhea	371	139		7	Lauderdale	443	71
3	Sequatchie	92	43		7	Madison	1709	1009
3	Smith	90	38		7	McNairy	251	61
3	Van Buren	21	4		7	Obion	216	16
3	Warren	273	97		7	Tipton	528	111
3	White	157	50		7	Weakley	204	95
					8	Shelby	24497	12871